

COMMUNICATIONS WORKERS OF AMERICA LOCAL #1044
(BLUE COLLAR EMPLOYEES) - MOUNT HOLLY TOWNSHIP

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AND LABOR RELATIONS

OCT 13 1989

RUTGERS UNIVERSITY

X January 17, 1990 December 31, 1990

AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT HOLLY
AND THE EMPLOYEES OF THE TOWNSHIP OF MOUNT HOLLY,
COMMUNICATIONS WORKERS OF AMERICA LOCAL # 1044

I. Recognition.

The Township hereby recognizes the Employees of Mount Holly Township, NJCSA/CWA Local #1044, herein-
after referred to as "Union" as the exclusive collective negotiations agent for all blue collar employees of the Township excluding all managerial executives, confidential employees, supervisors within the meaning of the Act, professional and craft employees, police and non permanent part time employees. A statement of the officers of the Union shall be filed with the Township, shall be maintained in a current condition and shall be updated annually.

II. Management Rights.

1. The Township of Mount Holly hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights;

a. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

b. To hire all employees subject to the provision of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

c. To suspend, demote, discharge or take over disciplinary action for good and just cause according to Civil Service Law.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and the

specific and express term of this agreement.

III. Association Rights.

1. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every member of the negotiation unit shall have the right to freely organize, join and support, Communications Workers of America, Local # 1044, for the purpose of engaging in collective negotiations. As a Municipal Corporation exercising governmental authority under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiation unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the United States; that it shall not discriminate against any member of the negotiating unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in Communications Workers of America, Local # 1044,

his or her participation in any union activities of the said Local # 1044 collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement on behalf of the Union.

2. Officers of the Union, as identified on the official statement, shall be permitted a reasonable amount of time to transact joint Union-Township business such as grievance procedures on the premises as long as it does not interfere with the assigned duties of the Officers or the employees involved in the business. No more than two officers of the Union may be absent from their regular duties at any one time to conduct this business and the supervisor of these officers must be notified of their absence from assigned duties prior to this absence.

3. The Union may have use of meeting room facilities in Township Buildings after hours when appropriately scheduled through the proper authority.

IV. Fully Bargained Provisions.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the contemplation of either or both the parties at the time they negotiated or signed the Agreement.

V. Employment Responsibilities.

1. Members of the Union agree that employment with the Township of Mount Holly is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as municipal employees.

2. No member of the negotiating unit will accept secondary employment which impairs their official duties and responsibilities or which impairs their efficiency or effectiveness in performing those duties.

3. In order to insure that the standard as expressed above in subparagraph 1 is adhered to, the Township Manager may require a member of the Union to file a statement providing information as to the duties and responsibilities of said/ secondary employment and the average number of hours worked per week therein. The Township Manager shall review the statement and will approve only those secondary employment positions which do not conflict with official duties and responsibilities or which do not impair the member's efficiency or effectiveness in performing those duties. The decisions of the Manager in this respect are subject to the grievance procedure.

VI. No Strike Pledge.

1. The Union covenants and agrees that during the term of this Agreement no member of the Union will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from

the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other similar action against the Township.

2. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

3. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar action by its members against the Township.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

VII. Grievance Procedure.

1. Definition: A grievance is: (1) a complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or administrative decisions applicable to member of the negotiating unit as defined in Article I; or (3) a disciplinary action that is not subject to Civil Service hearing and appeal procedures to a member of the unit.

2. Grievants: Grievances may be filed by an individual member of the negotiating unit, or by the Union itself.

3. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

4. Procedure: The grievant shall invoke the grievance procedure within (5) working days after occurrence of the event complained of.

a. The grievant must first discuss the grievance with his immediate superior. Said discussion must take place within three (3) working days of the filing of the grievance. The filing of a grievance shall take place by the grievant setting forth his grievance in writing specifying the nature of the complaint and the remedy desired which shall be filed with the immediate superior and the Township Manager. The immediate superior must communicate his decision to the grievant within ten (10) working days of the filing of the grievance.

b. The grievant, within five (5) working days after receipt of the decision of the immediate superior, may appeal the decision to the Township Manager, or, in his absence, that individual responsible for the management of the Township. A meeting must be held within ten (10) working days of the receipt of the Appeal. The Appeal must be made in writing and must provide all relevant information in regard to the grievance, including, but not limited to the reasons for dissatisfaction and the remedy sought. The Township Manager, or his designee, must issue a written decision within ten (10) working days of the meeting stating findings and a decision.

c. The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation or violation of the specific terms of this Agreement, Item 1. (1)

d. Failure of the grievant to meet any of the time stipulations of this Grievance Procedure will result in the grievance being withdrawn. The grievant may request extensions of these time stipulations for reasons beyond his control or extenuating circumstances, provided that this request is received prior to the stipulated time limit.

5. Binding Arbitration: Notice of intent to proceed to binding arbitration must be given by the Union to the Employer within fifteen (15) calendar days of receipt of the

decision of the Township Manager or the expiration of the time for the Township Manager to respond. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commission concerning the method of choosing an arbitrator. The costs of the arbitrator are to be borne by both sides (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties, and a written decision rendered within 30 days of the hearing date. The arbitrator's decision shall be limited to the specific terms of this contract.

6. Right of Representation: All grievants shall have the right to be accompanied by a representative of the Union at all levels of the grievance procedure. Union President or his designee shall be granted reasonable time, with pay, to investigate grievances.

7. Disciplinary Matters: The negotiated grievance procedure shall not be used for disciplinary hearings whenever the grievant has an absolute right of appeal to the Department of Personnel. In those instances when disciplined and the employee does not have an absolute right of appeal to the department of Personnel he or she may utilize the grievance procedure.

8. Personnel Folders: All material in the personnel folder of a member during the member's utilization of the grievance procedure will be removed therefrom except for the final written disposition of the grievance. Each individual member of the negotiating unit has the right to review the contents of the personnel folders at any time during office working hours. The member may, upon request, have detrimental correspondence or reports removed from the personnel folder and returned to the member based upon the following schedule:

1. Uninvestigated citizens letter - 6 months.
2. Official letter of reprimand - 18 months, provided there is no recurrence.

3. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.

1. This Agreement shall govern all members of the Union employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this Agreement or prior to a specified date in the Agreement providing for a new or increased benefit shall not be entitled to the benefits of the Agreement or to any new or increased benefit.

2. The term of this Agreement shall be from January 1, 1989 through December 31, 1990. Payments made for the 1989 contract year will be made after April 1 of the contract year as previously made provided that such payments are made retroactive to January 1. Longevity payments are due and payable April 1 of each contract year.

VIII. LEAVES OF ABSENCE, MEDICAL REIMBURSEMENT
AND MISCELLANEOUS PROVISIONS

1. DEFINITIONS.

A. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.

B. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.

C. Permanent part-time employees who are permanent shall receive a pro rata share of these leave benefits. Permanent part-time positions are those positions, budgeted for year round employment in excess of 640 hours. Employees serving in such a position will receive a pro rata share of annual, sick, holiday and personal days from the date of their employment with the Township in this position. This leave will be calculated in accordance with the actual hours worked in the preceding year to the normal hours worked by a comparable full-time employee unless the work schedule is altered, the new schedule will be used in this calculation.

2. LEAVE CALCULATIONS.

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination. To receive credit for annual leave, a member must be on an active work status.

3. HOLIDAYS.

Full time personnel will receive the following holidays with pay provided the department head determines that absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day
Dr. Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day & Day
After
Christmas Eve*
Christmas Day*
The Member's Birthday

*Provided, however, that if Christmas Day shall fall on a Thursday in any year, the Christmas Holiday shall be Christmas Day and the day after Christmas, rather than Christmas Eve and Christmas Day.

If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for the holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday.

4. ANNUAL LEAVE. (VACATION LEAVE)

Vacations: Permanent full-time personnel will receive vacations with pay at such times as the department head determines will not interfere with the efficient operation of the department. In addition, any employee wishing to have his pay-check in advance of his vacation may do so at the nearest pay period before his/her vacation.

<u>Years of Employment</u>	<u>1989 Days Vacation</u>	<u>1990 Days Vacation</u>
0 through 1	1 day per month of employment	1 day per month of employment
After 1 through 5	15 days per year	15 days per year
6 through 10	18 days per year	18 days per year
After 10	23 days per year	23 days per year
21 and over	28 days per year	28 days per year

Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following 2 years. Leave taken is automatically charged against the earliest leave available to the employee.

A. Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the work load and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. The employee who is unable to utilize his accumulated vacation leave must notify the Township Manager at least three months prior to the end of the year.

5. SICK LEAVE.

Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and 15 days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and requires the employee's care or attendance.

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed.

If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his leave time.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be in any event required if the employee is absent due to illness for more than 2 consecutive days, more than 4 days in a two week period, or uses more than a total of 12 days sick leave in any calendar year.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for 1 day or less, only one medical certificate shall be required for every 6 month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed.

C. In order to recognize those employees who use a minimum of sick leave and to encourage work attendance, the Township shall reimburse employees upon retirement for $\frac{1}{2}$ of their accumulated sick leave in an amount not to exceed 55 days in 1989 and 55 in 1990. Retirement in this context means the receipt of benefits in accordance with the State Pension System.

6. BEREAVEMENT LEAVE.

Five days bereavement leave will be granted when death occurs in the immediate family, namely: the death of a spouse,

child, parent, mother or father-in-law, brother, sister, grandparent or grandchild of the employee. If an employee must travel out of state, one extra day will be allowed for travel. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question.

7. UNION BUSINESS

Time off with pay, and without reduction to the Union President's vacation, sick leave or personal days is allowed for up to 5 days.

8. MILITARY LEAVE.

In accordance with the provisions of statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during the period of local emergency when ordered to active duty for a period not exceeding two weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon release from active duty.

9. MATERNITY LEAVE.

A maternity leave of absence must be requested in writing and may be taken for a period of only one calendar month from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, and after Maternity Leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.

The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence.

10. JURY DUTY.

Employees who are summoned for service as jurors will be excused on days they are required to be present in court.

If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

11. LEAVE OF ABSENCE WITHOUT PAY.

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee of the department for a period not exceeding six months at any one time.

12. INJURY LEAVE.

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.

13. The Township shall make available up to five hundred (\$500.00) dollars for each unit member as an individual medical allowance to pay for verifiable medical expenses which are not otherwise covered by insurance, for the 1989 contract year. This sum shall remain at five hundred (\$500.00) dollars per unit member for the 1990 contract year. These funds are not transferable from member to member and any unused portion of the annual funds allocated to any unit member reverts to the Township. These sums shall be pro rated for permanent, part-time employees.

IX. Personal Days.

1. Each permanent full-time employee shall be allowed 3 days paid leave which may be used for personal business for the 1989 contract year and 4 days for the 1990 contract year. This leave may be taken in hourly increments.

2. Each employee desiring to take a personal leave day shall notify their supervisor at least 24 hours in advance of his or her intent to do so and must specify the nature of personal business to be conducted. The supervisor may waive this 24 hour notice in emergent circumstances or in a case where the employee can prove that he did not have prior notice of the personal business to be conducted.

3. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such business are litigation and court appearances, financial settlements, and consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.

4. No employee shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.

5. Personal leave days must be used during the calendar year and cannot be accumulated.

X. Safety and Clothing.

1. All safety problems reported by the employees will be investigated by the Supervisor of the department and, if requested by an employee, a representative of the union. If the solution of the supervisor is not acceptable, then the problem can be handled by a grievance. Unless the alleged safety hazard constitutes an immediate physical hazard to the employees, the work will continue while the grievance is in progress.

2. Public Works (blue collar) employees shall be provided with the following items of work clothing:

- Pants - 5 pair annually
- Summer Shirts - 3 pair annually
- Winter Shirts - 3 pair annually
- Safety Shoes - 1 pair annually unless damaged or worn out by on the job activity.
- Safety Glasses - non prescription lenses only
- Rain Gear and Rubber Pullover Boots - one set will be replaced when worn out or damages excessively by on the job activity.

(a) Any articles provided by the employer are to be worn only during working hours. Articles are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles. Prior to the issuance of the final pay check of an employee, the employee must account for all Township property assigned to him.

(b) Work uniforms shall be worn by public works employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, materials, and all other features and aspects of the uniform.

(c) Uniforms may not be worn other than while on duty for Mount Holly Township. Safety equipment and uniforms must be worn as prescribed by the employer. All safety and health rules must be obeyed by the employees.

XI. Seniority.

1. In vacation scheduling, employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.

2. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bonafide illness or injury certified by a physician not in excess of six months.

3. If a question arises concerning two or more employees who were hired on the same date, seniority preference shall be determined according to the dates that their permanent civil service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.

4. The employer shall maintain an accurate, up to date employee record showing the date of temporary, provisional and permanent employment, classification and pay rate. Employees shall be furnished copies of these upon request.

5. Seniority is the continuous length of permanent Civil Service status with the Township of Mount Holly.

XII. Medical Benefits.

The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: Blue Cross/Blue Shield with Rider "J" or its equivalent. Members may choose Health Maintenance Organization Plan, with the difference in cost being paid by the employee. Any changes made shall be made by the Township Manager, but he shall consult the Union President.

Because the Township recognizes the effects of long-term illnesses, it agrees that during this contract that any employee covered under the terms of the contract who uses all available time, including sick time accrued, vacation and personal days for illnesses and when such employee has a doctor's certificate verifying such illness, the illness shall not be considered grounds for any disciplinary action.

In the event that such illness shall cause available time as defined throughout this contract to be used totally and such employee is therefore without pay, that employee shall be able to discuss remedies with the Township Manager.

XIII. Pay Plan.

1. During 1989, the pay range for the established pay Grades shall be in accordance with the attached pay plan. All employees performing satisfactory service will have their 1989 base salary rate determined by increasing the 1988 base salary rate by 6.5% percent to achieve their 1989 base salary rate. The 1989 base salary rate shall only be in effect for the period of January 1, 1989 through December 31, 1989.

2. During 1990, the pay range for the established pay Grades shall be in accordance with the attached pay plan. All employees performing satisfactory service will have their 1990 base salary rate adjusted by increasing the 1989 base salary rate by 6.5% percent to obtain the employee's 1990 base salary rate. While the Township may start paying the 1989 base salary rate on April 1, 1989, it shall be retroactive to January 1, 1989 and shall be the base salary rate effective for the period January 1, 1990 through December 31, 1990.

3. Those employees who are not already receiving the

maximum pay for their Grade and who are performing satisfactorily shall receive an incremental salary increase of 6.5% provided that no employee shall be paid in excess of the maximum salary established for any Grade.

4. Upon execution of the Labor Agreement, all employees will be evaluated by the immediate supervisors. These evaluations shall be reviewed by the Township Manager with the Supervisor and a determination made if the employee is performing in a SATISFACTORY manner, in a FAIR manner, or in an UNACCEPTABLE manner. For FAIR and UNACCEPTABLE ratings, the Supervisor and the Township Manager must provide specific reasons for the rating and specific corrective steps that the employee can take to correct these deficiencies. These reasons must be indicated in writing on the evaluation form.

a. Supervisors shall review the evaluation forms with the employees within 30 days and shall discuss with them their performance and areas of concern.

b. If an employee believes that their evaluation is not accurate or equitable, within 10 working days of his meeting with his supervisor he may request a hearing before the Township Manager to seek an explanation of the evaluation and/or to present information to alter the evaluation. The meeting with the Township Manager or his representative must be held within 10 working days of the request.

c. If an employee is not satisfied with the results of the hearing before the Township Manager, the member can have the Grievance Committee of the Union review the available information and meet with the Township Manager to discuss the evaluation. The employee must invoke this procedure within 10 working days of the meeting with the Township Manager.

5. Employees receiving SATISFACTORY ratings shall have their salaries increased on April 1 accordingly. Employees who are performing in a FAIR manner shall receive $\frac{1}{2}$ of the total annual increase on April 1 and shall have their evaluation continued for 3 months in order to give them an opportunity

to improve their performance. If, after 3 months, it is determined that these employees have improved their performance, they shall have their salary adjusted effective the date of the re-evaluation. Employees who are performing in an UNSATISFACTORY manner shall receive no salary adjustment in April and shall have their evaluation continued for 6 months in order to give them an opportunity to improve their performance. If, after 6 months, it is determined that these employees have improved their performance, then they shall have their salary adjusted effective the date of the reevaluation.

a. Employees who do not improve their FAIR rating shall not receive the remainder of their salary adjustments and those who do not improve an UNSATISFACTORY rating shall not receive any salary adjustment.

6. Whenever an employee is promoted, their salary shall be increased to the entrance level of the new position or by the amount of the increment stated in #2 above, whichever is greater, provided that their salary cannot exceed maximum salary of the new position. At no time shall an employee being promoted receive less than his total salary (base plus longevity) he previously received or would have received in the year he was promoted.

XIV. Longevity.

In order that employees who have remained at the maximum pay rate of a Grade for a number of years without a salary adjustment may receive some compensation beyond that fixed for the pay grade, the following three stop LONGEVITY PAY PLAN is hereby adopted:

When an employee has remained at the maximum pay rate of one or more Grades for 48 months of service, longevity increment "A" of the attached pay plan computed at 5% of the maximum pay for a given grade shall be paid in addition to the maximum established rate of the Grade. The additional longevity increment "B" computed at 10% shall be paid when an employee has been in the maximum pay rate of one or more

grades for 108 months of service. The final longevity increment "C" computed at 15% shall be paid when an employee has been in the maximum pay rate of one or more grades for 168 months of service.

1. The longevity increment for all employees who are eligible during the calendar year shall be paid simultaneously with the salary advancement noted in Section XIV above, provided that the employee continues to perform his work satisfactorily and remains at the maximum pay rate.

2. If an employee is demoted or reclassified to a lower grade, his pay will be adjusted downward in accordance with Civil Service procedures.

3. In 1989 the longevity schedule shall change only for employees hired on or after January 1, 1989. The new schedule for those current employees only, shall be at the same designated times for current employees. However, where the three step process now is 5%, 10% and 15%, the corresponding levels shall be \$500, \$1,000 and \$1,500.

XV. Bonus.

Full time unit employees shall receive a \$500 bonus pay check on or about September 30, 1989 & September 30, 1990 in addition to the above schedule of salaries. Part time permanent employees shall receive a bonus payment pro-rated according to their hours worked. All employees must be on the payroll on the specified date to receive this payment.

XVI. Volunteer Firemen.

The Township of Mount Holly shall grant time off from work with pay for municipal employees who are members of a volunteer fire company serving the municipality or volunteer drivers of municipally-owned or operated ambulances when such employees are called to respond alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.1 Source laws 1971, Chapter 200, effective July 1, 1971. Employees engaged in assignments as defined below that would make added expenses for the Township of Mount Holly, other than wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his immediate supervisor or replaced by non-member of the volunteer fire company or emergency squad.

Assignments such as, but not limited to, the following:

1. In the act of hauling or spreading hot patch of asphalt

2. Pouring Concrete.

3. Any emergency assignment that would jeopardize the life or property of the citizens of the Township of Mount Holly.

Employees responding to such alarms shall report back to their job sites immediately without delay when dismissed by the person in charge of such emergency.

XVII. Hours of Work and Overtime.

1. The regular work day shall be:

1. Public Works - 5 day work week: 7am - 4pm
2. Public Works - 4 day work week: 6am - 5pm

The Township may vary the work day in individual departments to reflect the work assignments of the Township; however, the total weekly hours of an employee will not exceed those indicated above.

2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in any one work day provided that the employee completes a regular work week via work attendance or paid leave. Overtime has already worked forty (40) hours of Public Works employees in that work week. Compensatory leave may be provided in lieu of overtime payments.

3. Employees called into work from home on an emergency call in outside their regular work day shall be guaranteed a minimum of two hours pay.

4. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.

5. In reference to overtime hours for snow and ice control during the winter months, in November those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to

operate the various pieces of equipment and the overtime insofar as practical shall be rotated among these qualified employees. The normal operating crew for this equipment for snow plow operations: (1) For each snow plow truck - 2 qualified operators if these vehicles are to be in use for more than 4 hours; 1 qualified operator and 1 helper if they are to be in use for less than 4 hours; (2) For the front end loaders and tractor - 1 qualified operator. A qualified operator may be an equipment operator or truck driver. A laborer who has proven experience with the equipment may also serve as a qualified operator. In addition, one supervisory person may be used as a qualified operator whenever this overtime is in progress. Employees who sign up for overtime in November shall be available for the work when it is assigned to them. If sufficient qualified employees are not available when notified, the Township is not bound by these provisions.

As a general direction, as normal operational procedure, when someone from sanitation is absent, the order for replacement generally should be as follows:

- a. First seasonal full-time (part-year, not part-day and not summer youth personnel):
- b. Full-time laborers by inverse order of seniority.
- c. The parties agree that the concept of work then grieve applies. Management must have a reason for deviating from the above order of replacement.

Meal allowance during overtime hours will be \$10.00 for the 1989 contract year and \$10.00 for the 1990 contract year.

XVIII. Agency Shop

1. Purposes of Fee

All eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of Fee

Prior to the beginning of each contract year, the union will notify the employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the employer that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

6. Legal Requirements: Provisions in this clause are further conditioned upon all other requirements set by statute.

Union Dues

The Employer agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary -Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, DC., 20006, by the 10th (tenth) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local C.W.A. President at 107 High St., P.O. Box 723 Mt. Holly, N.J. 08060.

The CWA agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

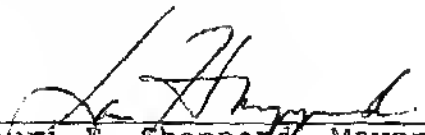
2. The Township will immediately supply the Union a copy of any request to halt dues.

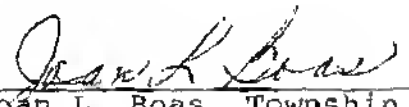
3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

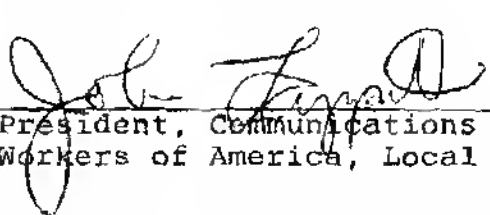
XIX. Separability Provision.

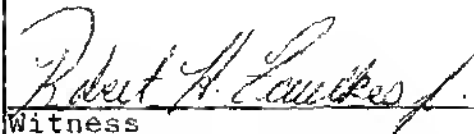
1. The Township and Union recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

2. If any provision of the Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provisions shall be inoperative but all such other provisions shall not be affected thereby and shall continue in full force and effect.


Lauri F. Sheppard, Mayor
Mount Holly Township


Joan L. Boas, Township Clerk
Mount Holly Township


President, Communications
Workers of America, Local #1044


Witness

